

USERVERSE - SERVICE LEVEL AGREEMENT**1. OVERVIEW**

- 1.1. This is the Service Level Agreement between Userverse and the Customer for the support and maintenance of the Services provided by Userverse to the Customer.
- 1.2. This SLA outlines the parameters of all Services as mutually understood by the Parties. This SLA does not supersede current processes and procedures unless explicitly stated.
- 1.3. This SLA forms an Annexure to the Userverse Standard Terms and Conditions and shall be incorporated therein. Words and phrases defined in the Userverse Standard Terms and Conditions bear the same meaning in this Annexure.

2. PURPOSE AND OBJECTIVES

- 2.1. The purpose of the SLA is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the Customer by Userverse.
- 2.2. The objectives of the SLA are to provide clear reference to service ownership, accountability, roles and/or responsibilities; present a clear, concise and measurable description of service provision to the Customer; match perceptions of expected service provision with actual service support and delivery.

3. DURATION AND APPLICABILITY

- 3.1. The SLA shall commence on the date of Activation and, subject to 3.2, shall remain in force for the duration of the Agreement.
- 3.2. The parties agree that the SLA may be updated if circumstances dictate. Any reference to the SLA in the Agreement or in this Annexure, shall be a reference to such current version of the SLA as amended from time to time.

4. COMMITMENT

Userverse is committed to providing a reliable, high quality network to support its Services to the Customer.

5. USERVERSE BROADBAND SERVICE LEVELS**5.1 Planned Network Availability**

The FTTH Network is designed to provide an average availability of BROADBAND services of **95%** per year provided on a best efforts' basis.

5.2 Service Hours

A Network Operations Centre (NOC) supports the operations of the Network. The following table indicates the NOC's operating hours.

Customer Care Hours of Operation	
Monday – Friday	09:00 - 18:00
Saturday and Public Holidays	08:00 – 16:00
Sunday	08:00 – 13:00

Fault Reporting		
Telephonically	Monday – Friday	09:00 -18:00
	Saturday & Public Holidays	08:00 – 16:00
	Sunday	08:00 – 13:00
Physical Repairs on Customer Premises		
Monday to Saturday, subject to Customer availability, and safe work conditions		

5.3 Service Level Definitions

Service levels for the FTTH Network are divided into two levels based on the nature of the faults, with the understanding that the Service is intended solely for home use:

(ii) Serious Faults

Faults that cause a Customer to still be completely offline after all remote first line diagnostics have been completed. Force majeure, Customer caused damage, as well as negligent or malicious damage by third parties, may be excluded from this service level.

(i) Minor Faults

Faults that cause service impairment in the quality of the Services. With minor faults the Services remain connected, operational and usable, but materially lower than the agreed quality parameters on the fibre, after all remote diagnostics have been completed. Wi-Fi issues are expressly excluded from the service levels for Minor Faults, due to the lack of control over Customers' Wi-Fi use and physical environments.

Service Level	Serious Faults	Minor Faults
Maximum Time to Repair	90% within 4 business days 10% within 6 business days	Within 4 business days
Service Times	08:00-18:00	08:00-18:00
Days	Monday to Friday Excluding Public Holidays	Monday to Friday Excluding Public Holidays
INSTALLATIONS & ACTIVATIONS		
Installation after PO (provided the complex is live and in production)	90% within 15 business days 10% within 18 business days	
Activation (after ONT has been installed and provided the complex is live and in production)	90% within 4 business days 10% within 8 business days	

5.4 Contact Details

1st Line Support:

E-mail: **Support@userverse.net**

Finance / Accounts:

Email: **Finance@userverse.net**

Sales:

Email: **Sales@userverse.net**

Contact Centre: 087 012 5053

E-mails to this address will be responded to within three business days.

5.5. The Userverse FTTH Service is a Best Effort service which means the potential speed that can be obtained will depend on the overall load on the line and the speeds achieved via third party networks.

5.6. Userverse does not give any guarantees with regards to the quality, speed and consistency of the Wi-Fi performance of the CPE.

REPAIRS AND MAINTENANCE

6. Scheduled maintenance of the Network, or any portion thereof, will not normally result in Service interruption or outage. Userverse will exercise commercially reasonable efforts to provide the Customer prior notice of scheduled maintenance that requires a service interruption or outage.

6.1. Userverse will arrange for any necessary repairs arising in terms of this Agreement. Unless specifically otherwise provided in the Agreement, Userverse will be responsible for the costs of any repairs arising from faults in Userverse's equipment, except where such fault was due to Customer activity or negligence, which costs shall be for the Customer's account.

6.2. Should a fault be on Customer's own equipment, or as a result of Customer's equipment connected to the ONT, a call-out fee will be charged.

6.3.

USERVERSE - ACCEPTABLE FAIR USE AND ACCESS POLICY**1. PURPOSE**

- 1.1. This policy serves to define the accepted behaviour of users on the Services.
- 1.2. The policy is intended to allow Userverse to:
 - 1.2.1. maintain the integrity and quality of Service.
 - 1.2.2. protect its Customers and infrastructure from abuse.
 - 1.2.3. adhere to current laws and regulations governing organisations and service providers in the Republic of South Africa.
 - 1.2.4. co-exist with the global internet community as a responsible service provider.

2. THE NETWORK

- 2.1. The Customer acknowledges that Userverse and the Network operator are unable to exercise control over the data passing over the infrastructure and the Internet including, but not limited to, any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, neither Userverse, nor the operator is responsible for data transmitted over the Network.
- 2.2. The infrastructure may be used to link into other networks worldwide and the Customer agrees to abide by the acceptable use policies of these networks.
- 2.3. The Customer is prohibited from obtaining, disseminating or facilitating any unlawful materials over the Network including, but not limited to:
 - 2.3.1. copying or dealing in intellectual property without authorisation.
 - 2.3.2. child pornography.
 - 2.3.3 any unlawful hate-speech materials; and/or
 - 2.3.4 facilitation or funding of terrorist activities.
- 2.4. In order to ensure that all Customers have fair and equal use of the service and to protect the integrity of the network, Userverse reserves the right, and will take whatever steps Userverse deems necessary, to prevent improper usage of the service. These steps may include but are not limited to:
 - 2.4.1 Any action required to prevent prohibited usage (whether intended or unintended) i.e., actions to prevent the spread of viruses, worms, malicious code. Etc.
 - 2.4.2 Preventing or limiting services through specific ports or communication protocols; and/or
 - 2.4.3 Complete termination of service to Customers who abuse the network through improper usage.
 - 2.4.4 Suspending the Customer's account.
 - 2.4.5 Charge the offending Customer for administrative costs incurred as well as for machine and human time lost due to the incident.
 - 2.4.6 Implement appropriate mechanisms in order to prevent abusive usage patterns that violate this policy; and/or
 - 2.4.7 Share information concerning the incident with other Internet access providers or publish the information and/or make available the Customer's details to law enforcement agencies.

3. SYSTEM AND NETWORK SECURITY

- 3.1. Any reference to systems and networks under this section refer to all systems and networks to which the Customer is granted access through Userverse, including, but not limited to, the Network and the Internet.
- 3.2. The Customer may not circumvent user authentication or security of any host, device, network or account (referred to as “hacking” or “cracking”), nor interfere with service to any user, host, device or network (referred to as “denial of service attacks”). The host, device, network or account shall also not be used for any illegal purpose, including phishing.
- 3.3. Violations of system or network security by the Customer are prohibited and may result in civil or criminal liability. Userverse will investigate incidents involving any violation or suspected violation and shall involve and co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
 - 3.3.1. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach any security or authentication measures without the express authorisation of Userverse.
 - 3.3.2. Unauthorised monitoring of data or traffic on the network or systems without the express authorisation of Userverse.
 - 3.3.3. Interference with service to any user, device, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; and/or
 - 3.3.4. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an e-mail or a newsgroup posting.

4. INTERCEPTION

The Customer acknowledges that Userverse is lawfully required to intercept communications in accordance with the provisions of the Regulation of Interception and Provision of Communication-Related Information Act 70 of 2002. Any interception of communications shall be strictly in accordance with the provisions of the said Act.

5. GENERAL

- 5.1. This policy forms part of Userverse’s standard terms and conditions in respect of any of the Services and the usage of any Service shall be subject to this Annexure 2.
- 5.2. Any cases pertaining to violation of this Acceptable Fair Use and Access Policy, must be reported to:
info@userverse.net